

AAMC UNIFORM CLINICAL TRAINING AFFILIATION AGREEMENT

IMPLEMENTATION LETTER

The purpose of this letter (the “Implementation Letter”) is to provide a record of the clinical training affiliation agreement between Pioneer Career & Technology Center (“the SCHOOL”) and University Hospitals Health System, Inc. dba University Hospitals (“the HOST AGENCY”) with respect to a clinical training experience for the SCHOOL’S registered students, and the agreement of the parties to abide by all terms and conditions of the AAMC Uniform Clinical Training Affiliation Agreement (dated June 4, 2015), which is hereby incorporated by reference, without modification or exception except as specified below.

This Implementation Letter included the following program(s): Certified Clinical Medical Assisting

For purposes of the Agreement, references to HOST AGENCY also apply to the following facilities (each and all of these shall be referred to as “Facility” or “Facilities” hereinafter): University Hospitals Accountable Care Organization, Inc. (“ACO”), University Hospitals Ahuja Medical Center (“Ahuja”), UH Regional Hospitals (“UHRH”), University Hospitals Conneaut Medical Center (“Conneaut”), University Hospitals Elyria Medical Center (“Elyria”), University Hospitals Geauga Medical Center (“Gauga”), University Hospitals Geneva Medical Center (“Geneva”), University Hospitals Cleveland Medical Center (“UHCMC”), University Hospitals Home Care Services (“Home Care”), University Hospitals Parma Medical Center (“Parma”), University Hospitals Portage Medical Center (“Portage”) d/b/a Robinson Health System, Inc., Samaritan Regional Health System d/b/a University Hospitals Samaritan Medical Center (“Samaritan”), and University Hospitals St. John Medical Center (“SJMC”), each of which is a nonprofit organization; University Hospitals Medical Group (“UHMG”) for its physicians and physician practice sites; and University Primary Care Practices, Inc. dba University Hospitals Medical Practices (“UHMP”) for its Primary and Specialty Care Practices.

A. GENERAL INFORMATION

1. The Medical Assisting Director of Clinical Operations, or other designated professional at the Facility or his/her designee (the “Facility Director”) shall be responsible for the performance of the terms of this Agreement on behalf of the Facility and shall cooperate with the individual designated by the school to oversee this relationship with Host Agency (the “School Director”) to implement and manage each program according to the terms of this Implementation Letter.
2. Upon reasonable request by Facility, School will withdraw any faculty from the Facility, who, in the discretion of Host Agency or Facility, fails to cooperate with Facility personnel or conducts himself/herself in an inappropriate manner, whose performance is unsatisfactory, or who is a detriment to the operation of a or any clinical site. Faculty who violate federal, state or local laws or the Host Agency policies, including but not limited to those related to patient privacy, may be deemed to have conducted themselves in an inappropriate manner.
3. School may refer to the affiliation with Host Agency in the School course catalog and in other public information materials upon the prior written approval of the authorized representative of Host Agency or his or her designee. Host Agency may refer to the affiliation with School in Host Agency brochures and other public information materials describing clinical education programs upon the prior approval of School.
4. Host Agency has no responsibility to accept any students pursuant to this Implementation Letter, if a Facility Director determines that it cannot accommodate the students at the time the School wishes to schedule them, whether or not the School has complied with all other terms of this Implementation Letter.

Corresponds to LCME Standards

AAMC Publication Date (June 4, 2015)

School is not required to schedule any students at a Host Agency and no Host Agency Facility is required to accept any of School's students.

5. This Implementation Letter covers students enrolled at any level in any current or future program at the School, and at any of the School's campuses. It is the responsibility of the School Director and the Facility Director to determine which program(s) can be accommodated at a specific Facility.

B. RESPONSIBILITIES OF SCHOOL

1. School's Director shall select and schedule students for clinical training/internship at Facility, according to program guidelines and subject to the approval of the Facility Director, whom School believes are adequately prepared to engage in this experience, with or without accommodation.
2. School will notify Facility at least four (4) weeks prior to the beginning of a clinical rotation of the number of students selected and scheduled for clinical instruction during the ensuing semester and will coordinate with the Clinical Site Director to designate clinical supervisors and preceptors to facilitate clinical training.
3. School will provide an appropriate number of faculty members where, for purposes of licensing or other certification, faculty presence is required at the clinical site. In the event there are not enough clinical faculty for a given student experience, the School Director, or designee, shall contact the Facility Director to determine how to address the matter.
4. School will ensure that students and faculty are informed that under the terms of this Implementation Letter:
 - a. Students are responsible for transportation costs to and from the clinical site;
 - b. Each student, while at a clinical site shall wear the appropriate regulation student uniform and identifying identification badge as required by Facility;
 - c. Students scheduled for clinical training through Home Care will be in a patient setting over which Host Agency has no control or responsibility relative to safety at the site; a student's exposure to any unsafe condition at the site will be similar to that of the professional who is supervising the student;
 - d. Students must at all times during the term of this Implementation Letter accept and maintain financial responsibility for health insurance coverage and that such student must agree that Host Agency shall not arrange, provide or pay for any such coverage, and that Facility may require proof of such coverage from the student at any time.
5. Prior to the beginning of a clinical rotation, School will:
 - a. Instruct each student and faculty member to provide Facility a written waiver, in the form attached to this Implementation Letter as Exhibit A, relative to injury or illness that could occur at the clinical site.
 - b. Ensure that any student or faculty who will be involved with direct patient care or patient access comply with the Host Agency's Patient Safety Requirements, attached hereto as Exhibit B; and incorporated herein. All Patient Safety Requirements are subject to change at Host Agency's sole discretion. School shall contact Host Agency prior to commencement of a specific training experience to verify the current list of health screening requirements. Host Agency reserves the right to prevent a student from beginning a training experience until all then current health screening requirements are met.

C. INSURANCE AND INDEMNIFICATION RESPONSIBILITIES OF THE SCHOOL

Corresponds to LCME Standards
AAMC Publication Date (June 4, 2015)

1. Evidence of INSURANCE coverages shall be attached to this Implementation Letter as Exhibit C. School shall provide notice to Host Agency of any updates to any insurance coverages required by this letter.
2. School agrees that, in consideration for the training opportunity provided hereunder, it will, to the extent permitted by law, indemnify, defend and hold harmless, Host Agency, Facilities, and each of its directors, officers, affiliates, agents and employees (each of which persons and organizations is an Indemnitee) from and against any and all claims, loss, damages, liability, costs, expenses, judgments or obligations whatsoever, for or in connection with injury or damage (including death) to any person or property resulting from, or in any way connected with, the performance or failure to perform obligations hereunder by School, its agents, instructors, employees, or by any student enrolled in the training herein referred to. The foregoing indemnity and hold harmless obligation of School includes and applies without limitation to injury or damages to Indemnitee, third parties, or any or all of them and their respective property, employees, agents and partners, regardless of the manner in which any such injury or damage is caused or suffered.
3. It is agreed that neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release School from the obligation to indemnify under Section C.2 above as to any claim or cause of action asserted against it so long as the event upon which such claim or cause of action is predicated shall have occurred prior to the effective date of such termination or completion. Notwithstanding the foregoing, School's liability hereunder shall not include any responsibility for, or obligation to, indemnify and hold an Indemnitee harmless from loss, damage or expense arising from the sole negligence or willful misconduct of any Indemnitee.

D. NOTICES.

1. Any notice required or permitted by this Agreement shall be sent by certified or registered mail, signature required and return receipt requested, and shall be deemed given upon receipt thereof.
 - a. Notices to Host Agency or Facility shall be addressed as follows:
 - i. For notices regarding **insurance**:
Manager of Insurance Services
University Hospitals Health System
UH Management Services Center
3605 Warrensville Center Road
Shaker Heights, Ohio 44122-5203
 - ii. For notices to the respective Host Agency or Facility, notices shall be addressed to the respective contact listed on Attachment 1 to this Implementation Letter.
 - iii. For notices to either a. or b., a copy shall be sent to:
Chief Legal Officer
University Hospitals Health System
3605 Warrensville Center Road
Shaker Heights, Ohio 44122-5203
 - b. Notices to the School shall be addressed as follows:
Don Paullin
Assistant Director, Adult Education
27 Ryan Rd
Shelby, OH 44875

E. TERM AND TERMINATION.

1. Either party may terminate this Agreement by providing thirty (30) days prior written notice to the other party. However, both parties may mutually agree to terminate this Agreement at any time. Where the program at the School has a credentialing or certification requirement that requires that students currently enrolled be provided the opportunity to complete the clinical component of the program, those students will be permitted to complete their clinical programs then in progress at clinical site.

F. MISCELLANEOUS TERMS.

1. Governing Law. This Agreement shall be interpreted and governed by the laws of the State of Ohio, and all disputes arising therefrom shall be subject to the sole jurisdiction of the courts of the State of Ohio.
2. Non-Exclusive. This Agreement is non-exclusive and both parties have the right to enter into similar agreements with other institutions.
3. Amendments. Amendments to this Agreement, including modifications of any of the terms and conditions herein, shall be effective only upon written consent signed respectively by an authorized representative of School, who shall be a individual designated by the School as having the authority to bind the School in contract, and the Host Agency Facilities, who shall be at least a Senior Vice President. No amendment or modification to this Agreement shall be binding upon Host Agency unless such amendment is also executed as "Approved as to Form" by a Host Agency Law Department attorney.
4. Entire Agreement. This Agreement (and any appendices, exhibits or attachments hereto, as amended from time to time in accordance with this Agreement) contains the entire agreement of the parties and supersedes all prior agreements, Affiliation Agreements for Students, contracts and understandings, whether written or otherwise, between Host Agency or any one or more of the Facilities and the School relating to the subject matter hereof. No representations, inducements, promises or agreements, oral or otherwise, which are not contained herein, shall be of any force or effect. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
5. Conflicts. In the event of any conflicts between the terms of this Implementation Letter and the Uniform Clinical Training Agreement the terms of the Implementation Letter shall control.

This IMPLEMENTATION LETTER is effective when signed by all parties. The individuals executing this IMPLEMENTATION LETTER are authorized to sign on behalf of their institutions and certify that their institutions have accepted the terms of the Uniform Clinical Training Agreement and further agree to comply with its terms except as noted above.

HOST AGENCY

By: _____
 William W. Brien, M.D. _____ Date
 Chief Medical Officer

SCHOOL: Pioneer Career & Technology Center

By: _____
 Greg Nickoli _____ Date
 Superintendent

By: _____
 Don Paullin _____ Date
 Assistant Director, Adult Education

CLINICAL SITE TO RETAIN THIS SIGNED EXHIBIT FOR AT LEAST SIX YEARS PER UH P&P GM-1

EXHIBIT B

**UNIVERSITY HOSPITALS PATIENT SAFETY REQUIREMENTS - STUDENTS AND FACULTY
(Backgrounds, Health Screening and Compliance)
CURRENT UH EMPLOYEES ARE EXEMPT FROM THESE REQUIREMENTS THESE REQUIREMENTS**

EXHIBIT C

If SCHOOL provides coverage pursuant to Section C.1. of the Agreement, this page must be replaced with a Certificate of Insurance acceptable to the HOST AGENCY, specifically evidencing the coverage below, or if self-insured, SCHOOL must provide other acceptable evidence of such self-insurance program coverage.

	DIRECT PATIENT CARE	PATIENT ACCESS
Definition	Requires the student/faculty to have direct interactions with a UH patient, which at times may be unobserved.	Requires the student/faculty to have routine presence in a patient care area AND Type 1: Does NOT involve direct patient interactions, but the student/faculty will be unobserved OR Type 2: DOES involve direct patient interactions, but the student/faculty will <u>always</u> be observed by UH personnel
Criminal Background Check Requirement	<p>Live in Ohio for 5 years:</p> <ol style="list-style-type: none"> 1. Ohio Fingerprints (BCII Check) AND 2. <u>FCRA-Compliant*</u> National Database Criminal background check OR <p>Live in Ohio < 5 years:</p> <p>Ohio BCII and FBI fingerprint check</p> <p><i>*FCRA Compliant equates to a consumer reporting agency researching all hits from the database at the originating court.</i></p> <p><i>* All fingerprints must be FCRA compliant.</i></p>	<ul style="list-style-type: none"> • Option 1- FCRA-Compliant National Database Criminal background check • Option 2- FBI fingerprint check (National Coverage, must be <u>FCRA Compliant*</u>) <p><i>*FCRA Compliant equates to a consumer reporting agency researching all hits from the database at the originating court.</i></p>
Health Screening Requirement	<p>Utilization of a certified laboratory to perform health screening process with proof of:</p> <ul style="list-style-type: none"> • Negative two-step Tuberculosis skin test (or IGRA blood assay) within the previous 6 months of first clinical and then one-step or IGRA blood assay for subsequent years after that with appropriate follow-up for positive tests. • Appropriate fully completed vaccine series immunizations for measles (Rubeola), German measles (Rubella), mumps, chicken pox (varicella) and Hepatitis B OR documented positive titers; (no titer required if proof of a fully completed Hepatitis B vaccination series has been documented. 2 or 3 series is acceptable). • Immunizations for above, required Hepatitis B accept/decline statement. • Health status that qualifies person to work directly with patients. • T-Dap vaccination (Tetanus, diphtheria, acellular Pertussis) required. • Annual Influenza Vaccination during Influenza Season (October through April) 	<p>Utilization of a certified laboratory to perform health screening process:</p> <ul style="list-style-type: none"> • TB test and, if positive, further assessment in Corporate Health
Compliance Training Requirement	<ul style="list-style-type: none"> • Student/faculty must complete general compliance training prior to arriving at UH. 	<ul style="list-style-type: none"> • <u>If providing patient care items or services</u>, general compliance training must be completed prior to arriving at UH.

Corresponds to LCME Standards

AAMC Publication Date (June 4, 2015)

MARSH INC.		CERTIFICATE OF INSURANCE		ISSUE DATE CURRENT DATE	
COMPANY MANAGER <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div> PRODUCER'S NAME AND ADDRESS		<div style="border: 1px solid black; padding: 5px; font-size: small;">THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</div> <div style="text-align: center; font-weight: bold; margin-top: 5px;">COMPANIES AFFORDING COVERAGE</div> <div style="margin-top: 5px;"> A Western Reserve Assurance Co., Ltd., SPC <i>For and on behalf of University Hospitals Health System Segregated Portfolio</i> </div> <div style="margin-top: 5px;">B</div> <div style="margin-top: 5px;">C</div> <div style="margin-top: 5px;">D</div> <div style="margin-top: 5px;">E</div>			
INSURED <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div> NAME & ADDRESS OF THE AFFILIATING SCHOOL					
COVERAGES <small>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</small>					
COV LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <div style="display: flex; justify-content: space-between; font-size: x-small;"> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR </div>	<div style="border: 1px solid black; padding: 2px;">ENTER POLICY NUMBER</div>	<div style="border: 1px solid black; padding: 2px;">EFFECTIVE DATE</div>	<div style="border: 1px solid black; padding: 2px;">EXPIRATION DATE</div>	GENERAL AGGREGATE \$ <div style="border: 1px solid black; padding: 2px;">5,000,000</div> PRODUCTS - COMP/OP AGG \$ PERSONAL & ADV. INJURY \$ EACH OCCURRENCE \$ <div style="border: 1px solid black; padding: 2px;">5,000,000</div> FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$ DISEASE-POLICY LIMIT \$ DISEASE-EACH EMPLOYEE \$
	A PROFESSIONAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE	<div style="border: 1px solid black; padding: 2px;">ENTER POLICY NUMBER</div>	<div style="border: 1px solid black; padding: 2px;">EFFECTIVE DATE</div>	<div style="border: 1px solid black; padding: 2px;">EXPIRATION DATE</div>	GENERAL AGGREGATE \$ <div style="border: 1px solid black; padding: 2px;">3,000,000</div> EACH OCCURRENCE \$ <div style="border: 1px solid black; padding: 2px;">1,000,000</div>
DESCRIPTIONS OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS <div style="border: 1px solid black; padding: 5px; font-size: small;">Coverage is extended to (ENTER INSURED'S NAME) _____, including their students and faculty while acting within the course and scope of the Student Affiliation Agreement. (ENTER HOSPITAL'S NAME) _____ is named as an additional insured under the policy number referenced on this certificate.</div>					
CERTIFICATE HOLDER <div style="border: 1px solid black; padding: 5px; font-size: x-small;">The named University Hospitals entity and address that is party to the agreement, e.g., University Hospitals University Hospitals Case Medical Center University Hospitals Extended Care Campus University Hospitals Home Care University Hospitals Medical Practices University Hospitals Bedford Medical Center </div>			CANCELLATION <div style="font-size: x-small;">FAILURE TO MAIL NOTICE OF CANCELLATION SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.</div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="border: 1px solid black; padding: 2px; font-size: x-small;">AUTHORIZED REPRESENTATIVE</div> <div style="border: 1px solid black; padding: 2px; font-weight: bold;">REPRESENTATIVE'S SIGNATURE</div> </div>		

ATTACHMENT 1**NOTICE ADDRESSES FOR SPECIFIC UNIVERSITY HOSPITALS CONTACTS**

Please contact Beth Wolf at (216) 844-0505 for other rotation questions

University Hospitals Accountable Care Organization, Inc. 3605 Warrensville Center Road Shaker Heights, Ohio 44122 Attn: Kelly Butterfield 216-844-3323	University Hospitals Ahuja Medical Center 1400 Richmond Road Beachwood, Ohio 44122 Attn: Wilma Rodriguez 216-593-5511
University Hospitals Cleveland Medical Center 11100 Euclid Avenue Mail Stop: MPV 5033 Cleveland, Ohio 44106 Attn: Beth Wolf 216-844-0505	University Hospitals Conneaut Medical Center 158 W. Main Road Conneaut, Ohio 44030 Attn: JoAnne Surbella 440-735-3510
University Hospitals Geauga Medical Center 13207 Ravenna Road Chardon, Ohio 44024 Attn: Agnes Lane 440-285-6210	University Hospitals Geneva Medical Center 870 West Main Street Geneva, Ohio 44041 Attn: Maritza Osborne 440-415-0245
University Hospitals Home Care Services 4901 Galaxy Parkway Warrensville Heights, Ohio 44128 Attn: Donna Schott 216-360-7251	University Hospitals Medical Group 11100 Euclid Avenue Cleveland, Ohio 44106 Attn: Nancy Stall 216-844-3558
University Hospitals Medical Practices 24701 Euclid Avenue, Third Floor Euclid, Ohio 44117-1714 Attn: Corinne Hurley 216-844-3820	University Hospitals Parma Medical Center 7007 Powers Boulevard Parma, Ohio 44129 Attn: Laurie Melvin 440-743-4296
University Hospitals Portage Medical Center 6847 North Chestnut Street Ravenna, Ohio 44266 Attn: Jami Englehart 330-297-2540	UH Regional Hospitals – Bedford Campus 44 Blain Ave. Bedford, Ohio 44146 Attn: President 440-585-6500
UH Regional Hospitals - Richmond Campus 27100 Chardon Road Richmond Heights, Ohio 44143 Attn: President 440-585-6500	University Hospitals St. John Medical Center 29000 Center Ridge Road Westlake, Ohio 44145 Attn: Pamela Billick 440-827-5576
University Hospitals Samaritan Medical Center 1025 Center Street Ashland, Ohio 44805 Attn: Shawn French Wise, SPHR, MBA, SHRM-SCP 419-207-2608	University Hospitals Elyria Medical Center 630 East River Street Elyria, Ohio 44035 Attention: Barbara Baraona, MSN, RN-BC 440-329-7338